

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

**TOYO TIRE & RUBBER CO., LTD.**, a  
Japanese corporation, and **TOYO TIRE**  
**U.S.A. CORP.**, a California corporation,

Case No: 8:15-cv-00246-CJC-JPR

## Plaintiffs,

V.

**CIA WHEEL GROUP**, a California Corporation, **DOUBLESTAR DONG FENG TYRE CO., LTD.**, a Chinese corporation, **QINGDAO DOUBLESTAR TIRE INDUSTRIAL CO, LTD.**, a Chinese corporation, **DOUBLESTAR GROUP CORP.**, a Chinese corporation, **HONG KONG TRI-ACE TIRE CO., LTD.**, a Chinese corporation; and **JINLIN MA**, an individual.

## Defendants.

## CONSENT JUDGMENT

WHEREAS this matter comes before the Court upon the joint motion and stipulation of the Plaintiffs Toyo Tire & Rubber Co., Ltd. (presently known as Toyo Tire Corporation) and Toyo Tire U.S.A. Corp. (collectively, “Toyo”), and Defendants Doublestar Dong Feng Tyre Co., Ltd. and Qingdao Doublestar Tire Industrial Co, Ltd. (collectively “Doublestar”);

## JUDGMENT

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1           WHEREAS, Toyo and Doublestar have reached an agreement to settle the above  
2 captioned matter dated in June 2019 (the “Settlement Agreement”) and Doublestar has  
3 fulfilled its payment obligations under the Agreement;

4           WHEREAS this Court has previously entered a Final Judgment on March 10, 2014  
5 in C.D. Cal. Case No. 8:14-cv-54-CJC-JPR at Dkt. 10 (the “Earlier Judgment”); and

6           WHEREAS Toyo and Doublestar request that a final judgment, as to the matters  
7 between them as set forth below, be entered as follows.

8           THIS COURT ADJUDGES AND DECREES AS FOLLOWS:

- 9           (1) This Consent Judgment does not affect or limit the Earlier Judgment, including the  
10 injunction in it, which remains in full force and effect.
- 11           (2) Doublestar has stipulated and this Court therefore enters judgment that Toyo has  
12 valid and protectable trade dress rights in the tread pattern of the Open Country  
13 M/T (“OPMT”) tire, example images of which are shown in Attachment A hereto.
- 14           (3) Doublestar has stipulated and this Court therefore enters judgment that the tread  
15 design of the AMP Terrain Master M/T infringes upon the OPMT Trade Dress.
- 16           (4) Any remaining claims or counterclaims between Toyo and Doublestar are  
17 dismissed with prejudice. This order does not apply to Defendant MA or HONG  
18 KONG TRI-ACE TIRE CO., LTD.
- 19           (5) The parties waive their right to appeal or otherwise contest this Consent Judgment.
- 20           (6) This Court shall retain jurisdiction over the enforcement of the terms and  
21 conditions of this Judgment and the Settlement Agreement, thereby enabling the  
22 parties to apply to this Court at any time for further orders.

23           DATED: January 17, 2020



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25           CORMAC J. CARNEY  
26           UNITED STATES DISTRICT JUDGE  
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7 **Attachment A**

8 **Sample Images of Toyo Open Country M/T Tire**



**JUDGMENT**

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JUDGMENT

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